

REMARKS

The Office examined claims 1-3, 5-8, 10-11 & 14-24 and rejected same. With this paper, some changes are made to some of the claims. Claims 1-3, 5-8, 10-11 & 14-24 remain pending.

Rejections under 35 USC §103

At section 10 of the Office Action, claims 1-3, 5-8, 10, 14-16 & 18 are rejected under 35 USC §103(a) as being unpatentable over U.S. Pat. Pub. No. 2002/0029347 (hereinafter Edelman) in view of US Pub. No. 2001/0056375 (hereinafter Kunii). Of the claims so rejected, claims 1 and 14-16 are each independent, and the other so rejected claims depend from one or another of claims 1 and 14-16.

Independent claims 1 & 14-16 recite the following:

wherein registering the application includes signaling to the operator network for storing by the operator network an indication of an elected option for paying for use of the application along with an identifier of the application and a user identifier stored in the wireless terminal.

The Office rejected the claims without addressing this limitation. Applicant respectfully notes that the limitation was added after conferring with the Examiner in response to the Examiner's concerns.

As to claims 1 & 14-16: In the Office's response to Applicant's arguments, the Office appears to assert that the claims do not actually recite that in registering an application (for a user), the user identifier, application identifier, and an option for paying for the application are stored in the operator network, but instead that same are merely signalled to the operator network. Applicant respectfully submits that the operator network, upon receiving such a signal, would be expected to store the signalled information, because to not do so would be

tantamount to simply disregarding the signalled information. The information is of use only in that it can be referred to in the future, as recited in the claims, by virtue of the recitation "referring to one or more data stores hosting information on registration of applications to locate any registration information for the application using the identifier of the application and the user identifier, in order to determine whether the application is registered with the operator network." Nevertheless, with this paper, claims 1 and 14-16 are changed to make express that the information is not just signalled to the operator network, but stored there.

The Office further argues that applicant's observation that "[t]here is no teaching of any basis by which the client can locate in the licensing medium license information for the application and for the user (i.e. for some user identifier), as required by claims 1 and 14-16," is unpersuasive because the features are not recited in the rejected claims. Applicant respectfully submits that the features are recited in the rejected claims. Claim 1, for example, recites:

[a wireless terminal] referring to the one or more data stores hosting information on registration of applications to locate any registration information for the application using the identifier of the application and the user identifier, in order to determine whether the application is registered with the operator network;

In other words, the wireless terminal uses the application identifier and the user identifier as indices to a registration. If a registration is found so indexed, then the application is deemed registered (for the user). The argument was phrased as it was ("no teaching of any basis by which the client can locate in the licensing medium license information for the application and for the user") in order to more closely correspond to the terms in Edelman interpreted by the Office as corresponding with claimed features, i.e., "[e]xaminer is interpreting a licensing

medium as a data store."

To register an application for a user according to the invention, the business relationship manager provides to the operator network an application identifier (not a serial number indicating a particular copy of an application, but some indicator of the application itself) and a user identifier (as stored in a SIM). It is respectfully submitted that in the invention as in claims 1 and 14-16, to check for registration of an application, the business relationship manager uses the same application identifier and user identifier to look up in the recited one or more data stores an indication of whether the user is registered (i.e. has elected a particular option by which to pay for use of the application).

Edelman, however, teaches that to guard against unauthorized use of an application, a client (module), which may be embedded in the application, is activated when the user attempts to use the application, and then somehow checks that the application is registered by obtaining licensing information from the licensing medium (on the smart card). Edelman Par. 108 merely indicates that the client program uses the licensing information to determine "whether the user is authorized to use the software and that the authorized period of use or trial use has not expired." Edelman Par. 60 also fails to explain any further, disclosing only that: "the client program communicates with the licensing medium 120 to verify that the user is authorized to access the electronic data." Para. 65 is similar, disclosing only that: "The smart card 120 contains licensing information that indicates to the client program which software the user is authorized to access." Para. 77 discloses the registration authority comparing "the registration information to corresponding data stored in a database to verify that the new software registration is authorized," but this is in the context of newly registering

software (see par. 76), and so is not relevant. So Edelman has a major shortcoming in that there is no mechanism disclosed by which the client is able to locate "licensing information" (believed by the Office to be equivalent to the invention's registration information, but "licensing information" is never expressly defined) for a particular application and user, as required by claims 1 and 14-16. There is extensive disclosure on having the client check that the licensing information stored in the licensing medium is valid, by comparing it with corresponding information at the registration authority, and by checking that the smart card has not been tampered with, as in para. 108, reproduced above. But there is no teaching of any basis by which the client can locate in the licensing medium license information for the application and for the user (i.e. for some user identifier), as required by claims 1 and 14-16.

Thus, applicant respectfully submits that Edelman cannot fairly be said to teach referring to one or more data stores hosting information on registration of applications to locate any registration information for the application using the identifier of the application and the user identifier, in order to determine whether the application is registered with the operator network.

Further, there is no teaching by Edelman of the business relationship manager (believed equated to Edelman's client by the Office) receiving from an application hosted by the wireless terminal a request to determine whether the application is registered with the operator network. The Office cites paras. 69, 60, & 62, but these provide only that there is a client program, which may be embedded in the electronic data/application, and which communicates with the licensing medium and registration authority. The cited portion of para. 62 concerns the mobility of the licensing medium, and is unrelated to "receiving from an application hosted by the wireless terminal a

request to determine whether the application is registered with the operator network." For these reasons no combination of references relied upon by the Office teaches or suggests a business relationship manager receiving a request from an application to check if a user is registered to an application.

As to claims 19 & 22: At section 27 of the Office Action, claims 19 & 22 are rejected under 35 USC §103(a) as being unpatentable over Kunii.

In responding to Applicant's arguments, the Office states that "whether or not the hosting occurs prior or subsequent to paying, the application is still being hosted, as required by the recited limitations of the claim." In essence, the Office is arguing that the claimed limitation "providing to a wireless terminal at least one option for paying for use of an application hosted by the wireless terminal" has the same meaning as "providing to a wireless terminal at least one option for paying for use of an application *to be* hosted by the wireless terminal." Applicant respectfully submits that the Office's reading is incorrect, and the meaning of the claims is clear. Applicant respectfully submits that "hosted" is a transitive verb in the past tense. Here, it indicates that the hosting of the application by the wireless terminal is initiated before the action of providing options for paying for use of the application. If, for example, a wireless terminal receives an option for paying for use of an application, but at the time of receipt is not then hosting the application, that application cannot fairly be said be "hosted by the wireless terminal." Applicant respectfully points out that the corresponding applications in Kunii are not hosted by a wireless terminal to be used in the training until the purchase is made. With the invention, an application can already be hosted, and can remain hosted, and yet not be available to the user because of the user

not yet having registered the application. Such an arrangement makes it easier for a user to acquire enhanced functionality, compared to having to download and install a new application providing such functionality.

Accordingly, Applicant respectfully requests that the rejection under 35 USC §103 of claims 19 and 22 be reconsidered and withdrawn.

Conclusion

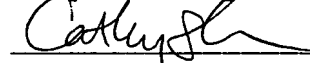
For all the foregoing reasons it is believed that all of the claims of the application are in condition for allowance and their passage to issue is earnestly solicited. Applicant's attorney urges the Examiner to call to discuss the present response if anything in the present response is unclear or unpersuasive.

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Date

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